

TIME: 08:02PM RCCOC# 8439

SEARS
TWIN FALLS, ID 21098
RETAIN FOR COMPARISON WITH MONTHLY
STATEMENT OR FOR RETURN OR EXCHANGE

DELIVER TO: CUSTOMER

CUSTOMER: HOLLY HINTON

DELIV. DATE: 07/08/98 NORMAL

DELIV INSTR:
DELIVER WITH SC226409

TRAN# PG/STORE REG# ASSOC#
6411 99 02109 022 265
MERCHANDISE ORDERED
LOCAL DELIVERY
22 66875 ELEC RANGE SAL 773.88T
ORDERED

SETUP AND CONNECT
70 22210292 2YR HOMEMA MDS 59.99
EXPIRES: 07/08/00
22 49492 RG CRD 3 W MDS 12.99T
ORDERED

LEAVE IN CARTON

DELIVERY FEE 35.00
SUBTOTAL 881.86
TAX 05.000% 39.34

CARD TYPE: SEARS ACCOUNT

ACCT #: 0052977882589/000/000

DELAYED DATE: 12/31/98

DELAY REASON: PROMOTIONAL

07/01/98 DELAYED TOTAL 921.20

PURCHASED UNDER MY SEARS ACCOUNT AND
SECURITY AGREEMENT, INCORPORATED BY
REFERENCE. I GRANT SEARS A SECURITY
INTEREST IN THIS MERCHANDISE UNTIL
PAID, UNLESS PROHIBITED BY LAW.
\$921.20

PURCHASED BY

SALESCHECK #
021090226411

SATISFACTION GUARANTEED
OR YOUR MONEY BACK

Holly Hinton

C H: ON
00-52977-88258-9
NOVEMBER 16, 1999

SE HABLA ESPAÑOL!

TIME: 08:18PM

SEARS
TWIN FALLS, ID 02109

RETAIN FOR COMPARISON WITH MONTHLY
STATEMENT OR FOR RETURN OR EXCHANGE

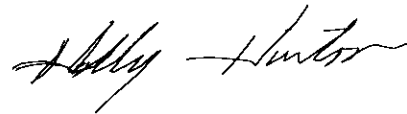
DELIVER TO: CUSTOMER

CUSTOMER: HOLLY HINTON
ADDRESS: 415 GLACIER DR.
CITY/STATE: JEROME, ID
ZIP CODE: 83338
PHONE: 208-324-4827

TRAN#	PG/STORE	REG#	ASSOC#
8802	02109	06	1115
SALE			
6 29764	TREADMILL, SAL		688.88T
70 06311292	3YR HOMEMA MDS		109.99
EXPIRES: 08/19/1999			
6 72892	QTY: 2		
	MANTLES,GO MDSE		4.78T
6 57169	PUMP,BELLO MDS		9.99T
6 70983	AIR BED,FU SAL		29.99T
96 43337	Q MAT PAD, MDS		24.99T
	SALE CREDIT		2.50T-
6 72877	QTY: 5		
	CYLINDER,1 SALE		9.95T
6 72888	QTY: 2		
	WHITE GAS, MDSE		8.98T
	SUBTOTAL		885.05
	TAX		38.75

CARD TYPE: SEARSCHARGE
ACCT #: W0052977882589/001/000
STATE: ID
08/19/96 SEARSCHARGE TOTAL 923.80

PURCHASED UNDER MY SEARSCHARGE
AGREEMENT, INCORPORATED BY REFERENCE,
I GRANT SEARS A SECURITY INTEREST
IN THIS MERCHANDISE UNTIL PAID,
UNLESS PROHIBITED BY LAW
\$923.80



PURCHASED BY

SALESCHECK #
021090068802

SATISFACTION GUARANTEED
OR YOUR MONEY BACK

SEARS NATIONAL BANK
SEARS CARD
ACCOUNT AND SECURITY AGREEMENT
RETAIL INSTALLMENT CONTRACT
AND SECURITY AGREEMENT (CT)
RETAIL INSTALLMENT CREDIT AGREEMENT (NY)
BASIC AGREEMENT

1. **DEFINITIONS.** In the agreement, "SNB" means Sears National Bank or any subsequent holder of my account or any balances arising under my account and "I," "me," "my," refers to all persons named on the credit application or acceptance certificate, as an accountholder. SNB is a wholly-owned subsidiary of Sears Financial Holding Company (SFHC). SFHC is a wholly-owned subsidiary of Sears, Roebuck and Co.

2. **ACCEPTANCE AND LIABILITY.** I am responsible for all amounts owed on my account. I agree to repay all amounts owed on my account according to the terms of this agreement. This agreement is effective when any accountholder or authorized user either uses the account, activates the card, or takes any other action which indicates acceptance of the account or card.

3. **OPTION TO PAY IN FULL EACH MONTH; GRACE PERIOD.** I have the right each month to pay the total New Balance on my account. If I do so within 30 days (28 days for February statements) of my billing date, no Finance Charge will be added for that month. The due date will be shown on my monthly statement. The total balance on my billing date will be called the New Balance on my monthly statement.

4. **OPTION TO PAY IN INSTALLMENTS.** If I do not pay the total balance in full each month, I agree to pay at least the minimum payment within 30 days (28 days for February statements) of my billing date.

5. **ACCOUNT CHARGES SUBJECT TO APPROVAL.** This agreement and all charges on the account are subject to SNB's approval. The agreement will be considered approved when SNB provides notice of approval to me. SNB will not be liable to me if SNB is unable to authorize a transaction on my account, even if I have sufficient available credit, due to a malfunction in SNB's authorization system.

6. **AUTHORIZED AND UNAUTHORIZED USE.**

(a) **Purchases.** I may authorize or permit others to make purchases and use the account. I agree that this Agreement controls all charges made by those persons, that I am responsible for all purchases and charges made by those persons and I agree to pay all such purchases and charges. I authorize SNB to act at the request of those persons and I will not hold SNB responsible or liable for such action.

(b) **Authorized Users.** Any person whom I have designated as an authorized user ("authorized user") as provided below may use the account and take any action with respect to the account that I could take. I may make this designation by notifying SNB of such authorized user(s) by contacting the number written below or providing written notice at the address written below. In making this designation, I request that a credit card be issued to the authorized user and I understand and agree that (a) this agreement controls all charges made on the account by the person(s) designated by me as an authorized user and I understand that I am responsible for all purchases and charges made by authorized users and I agree to pay all such charges, (b) SNB may disclose information about the account to the persons I designate as an authorized user of the account and (c) by making such designation, I appoint any authorized user to be my agent for purposes of dealing with the account in the same manner as I can, and SNB may, without any liability, accept the directions or requests of any person designated as an authorized user of the account and SNB may act upon such directions or requests, including to process requests to raise the credit limit applicable to the account. I may add, terminate or change authorized users of the account by calling 1-800-347-8480 or by providing written notice to SNB at P.O. Box 555, Columbus, OH 43216. If I terminate this authority, I will attempt to retrieve the credit card from the person designated, permitted or authorized to use the account and have the card destroyed.

(c) **Unauthorized Use.** If I believe or claim that any charges on the account are unauthorized, I agree to notify SNB immediately at the address indicated on my monthly statement, upon discovery and to cooperate with SNB in making a reasonable investigation of my claim. Unauthorized use does not include use by an authorized user or a person to whom I have given the credit card or authority, permission or designation to use the account, including without limitation anyone I have designated as an authorized user pursuant to the previous paragraph, and I will remain liable for any and all use by such persons.

7. **CONSUMER ACCOUNT.** I agree to use this account only for personal, family or household purposes and all transactions will be deemed to be for personal, family or household purposes.

8. **CREDIT LIMIT.** SNB will disclose my credit limit to me when the account is opened and on each monthly statement, and may increase or decrease my credit limit from time to time. I agree not to exceed the credit limit established by SNB. I understand and agree that my credit limit can be increased or decreased at the request of a designated authorized user. SNB is not obligated to but may, in its discretion, authorize purchases that exceed my credit limit from time to time. I agree to pay such charges and if requested by SNB to pay amounts in excess of my credit limit immediately. I agree that I am responsible for all charges made on my account whether up to or exceeding my credit limit and regardless of whether my credit limit has been increased, including at my request, at the request of an authorized buyer or a designated authorized user, or without request.

9. **SECURITY INTEREST: SNB WILL TAKE A SECURITY INTEREST IN ALL PURCHASES.** I grant SNB a security interest under the Uniform Commercial Code in each item of merchandise purchased from Sears, Roebuck and Co., its affiliates and licensees, to the extent permitted by law, to secure only the purchase price of that item of merchandise. If I do not make payments as agreed, the security interest allows SNB to repossess only the merchandise which has not been paid for in full. I am responsible for any loss or damage to the merchandise until the price is fully paid.

10. **APPLICATION OF PAYMENTS.** For the purposes of determining SNB's security interest, payments received will be deemed to apply first to pay any unpaid insurance, returned payment charges or Finance Charge(s), and then to pay for the purchases on the account in the order in which they were made, and then to pay for any late charges. If more than one item is charged to my account on the same date, my payment will apply first to the lowest priced item(s), or as required by law.

11. **GOVERNING LAW.** This agreement and my account will be governed by and interpreted in accordance with the laws of the State of Arizona and the United States, regardless of where I live or where I use my account, except that the laws of my state of residence will apply to the security interest granted herein. This agreement is entered into in Arizona and all credit under the agreement will be extended from Arizona. All the terms and conditions of this agreement (including the change of terms provision, or governing law provision and the finance charge, late payment charge, returned payment charge) are deemed to be interest and material to the determination of the finance charge. This agreement is governed by Arizona Revised Statutes 44-1205 (C), (D) and (E) as amended. If any term or provision of this agreement is found to be unenforceable, it will not make any other term or provision unenforceable. Accountholders with foreign or APO/FPO addresses will be deemed to be residents of the state of Arizona. In CA, to the extent applicable, the provisions of the Unruh Act, Cal. Civ. Code §1801 et. seq., shall apply. In NY to the extent applicable, the provisions of the Retail Installment Sales Act, N.Y. Personal Property Law §401 et. seq., shall apply.

PAYMENT OPTIONS

12. **MINIMUM PAYMENTS.** The scheduled monthly payment is based on the current New Balance on the account. The scheduled monthly payment will increase and decrease along with the balance. The minimum payment each month will equal the scheduled monthly payment plus any past due amounts appearing on my statement. I understand that the required minimum payment shown due on my monthly statement may vary from the scheduled monthly payment described below.

When the current New Balance is:

\$.01 to \$	10.00
10.01 to	250.00
250.01 to	300.00
300.01 to	350.00
350.01 to	410.00
410.01 to	470.00
470.01 to	550.00
550.01 to	605.00
605.01 to	660.00
660.01 to	720.00
720.01 to	780.00
780.01 to	840.00
Over 840.00—	

The Scheduled Monthly Payment will be:

The Balance
\$10.00
11.00
12.00
13.00
14.00
15.00
16.00
17.00
18.00
19.00
20.00

1/42nd of the Current New Balance rounded to the next higher whole dollar amount

I can always pay more than the required minimum payment.

13. **PAYMENTS.** All payments made by mail should be made by negotiable instruments drawn on federally or state chartered U.S. financial institutions. Payments received at the payment processing location specified on my monthly statement by 1:00 p. m. local time, on a business day, will be posted as of the date of receipt. Payments received at that location after 1:00 p.m. local time will be posted to my account the next business day. The business days of SNB are Monday through Friday, excluding federal holidays. Payments received at any other location may be delayed in posting up to five days. Any conditional check, money order or any other instrument tendered as full satisfaction of a disputed debt or containing a restrictive endorsement must be sent to SNB's address for billing error notices, shown on the front of the monthly statement.

14. **DEFERRED PAYMENT, DELAYED BILLING OPTIONS.** **Deferred Payment Option.** Under the Deferred Payment Option when offered, I may purchase and charge selected merchandise or services to my account and I will not have to make monthly payments on these services or merchandise for a specified period of time; however, I will have to pay regular Finance Charges on those purchases during the period of the deferral.

Delayed Billing Option. Under the Delayed Billing Option when offered, purchases of merchandise or services will not be billed to my account until the end of the delayed billing period. No finance charges will accrue and no minimum payment will be due on the amount of my delayed billing purchase until the end of the promotional period. If I elect this option when offered, SNB will not be required to give me advance notice before resuming or starting to bill me for regular monthly payments or Finance Charges.

FINANCE CHARGES

15. **FINANCE CHARGES.** If I do not pay the New Balance in full by the due date, a Finance Charge will be added to the account for the current monthly billing period. There will be no Finance Charge if the New Balance is paid in full each month. The Finance Charge will be the greater of: the minimum Finance Charge, or an amount determined by multiplying the Daily Periodic Rate of .0576% (corresponding ANNUAL PERCENTAGE RATE of 21%) by the Daily Balances (including new purchases) and adding together any such Finance Charges for each day in the billing period. For residents of PR: The daily periodic rate is .0559% (corresponding Annual Percentage Rate of 20.4%).

16. **MINIMUM FINANCE CHARGE.** There will be a minimum Finance Charge of \$.50 for each billing period in which a Finance Charge is payable.

17. **HOW TO DETERMINE THE DAILY BALANCES.** To determine each day's Daily Balance SNB will take the beginning balance on the account each day (including any unpaid Finance Charges—except in PR), add any new purchases, late payment charges, returned payment charges and insurance charges, if any, and subtract any payments and credits.

OTHER FEES AND CHARGES**18. NO ANNUAL FEE.**

19. LATE PAYMENT CHARGE. If I fail to pay any required minimum payment by its due date, SNB may charge and I agree to pay a late payment charge of \$20 if my balance is \$50 or more, or \$10 if my balance is less than \$50.

20. RETURNED PAYMENT CHARGE. If I make a payment that is returned unpaid for any reason, SNB may charge and I agree to pay a returned payment charge of \$15.00. At its option, SNB will assess this charge the first time my payment is not honored, even if it is paid upon resubmission.

21. ATTORNEY'S FEES. Upon my default, SNB may charge me reasonable attorney's fees, collection costs (including expenses incurred in realizing on a security interest), and court costs where permitted by law in the state where I reside. Unless limited by law, reasonable attorney's fees will be considered to be 35% of the outstanding balance on my account when it is referred to an attorney for collection. In the following states, attorney's fees may not exceed: CO and OK: 15% of the unpaid debt, LA: 25% of the unpaid debt. In AL, SNB may charge reasonable attorney's fees when the unpaid balance exceeds \$300.00.

PHONE CALLS, CREDIT INVESTIGATION REPORTING & INFORMATION SHARING

22. PHONE CALLS. SNB may call me by telephone regarding this account. I agree that SNB may place such phone calls using an automatic dialing-announcing device. SNB's managers may listen to and record phone conversations between SNB's associates and me for training purposes or to evaluate the quality of SNB's service.

23. CREDIT INVESTIGATION AND DISCLOSURE OF INFORMATION. SNB has the right to investigate my credit, employment and income records, to verify my credit references, to report the way I pay the account to credit bureaus and other interested parties. I understand that a consumer report prepared by a consumer reporting agency may be obtained at the time I apply for my account and, if my account is approved, at any time thereafter. I have the right at any time to ask SNB whether a report was obtained and, if so, to have SNB furnish me with the name and address of the consumer reporting agency that prepared the report. If I fail to fulfill the terms of this agreement, a negative report reflecting on my credit record may be submitted to a credit reporting agency. I may notify SNB by telephone at 1-800-347-8480, if I believe SNB has reported inaccurate information regarding my account to a credit reporting agency.

24. INFORMATION SHARING / FAIR CREDIT REPORTING ACT. SNB and its affiliates, including Sears, may share information about me (including information obtained from credit reporting agencies) among themselves and with companies doing business for SNB or its affiliates. After Sept. 29, 1997, I may prohibit that sharing of such information (except for the sharing of information about transactions or experiences between SNB or its affiliates and me) by contacting SNB at 1-800-347-8480 and making a request.

DEFAULT AND TERMINATION

25. EVENTS OF DEFAULT. I will be in default of this agreement if any one of the following events occurs: (a) I do not make the required minimum payment on the account by the payment due date; (b) I provide SNB with any false or misleading information or signatures on the credit application, sales tickets or other documents and instruments; or (c) I file or someone else files on my behalf a petition under the federal bankruptcy code or any state insolvency statute; (d) SNB receives information that I am unwilling or unable to perform the terms or conditions of this agreement; (e) SNB receives information from third parties, including credit reporting agencies, which indicate a serious delinquency or charge-off against me with other creditors; or (f) I become the subject of attachment, foreclosure, repossession, lien, judgment or garnishment proceedings.

26. ENFORCEMENT. If I default, SNB may (subject to applicable laws) terminate or suspend my credit privileges under this agreement; change the terms of my account and this agreement; require me to pay my entire account balance including all accrued but unpaid charges immediately; and sue me for what I owe.

27. FAILURE TO ENFORCE IS NOT A WAIVER. Any failure or delay by SNB in enforcing strict performance of this agreement, including, but not limited to, accepting late or partial payments, shall not be considered a waiver of any of the terms of this agreement or any of SNB's rights.

28. WAIVER OF LIEN ON DWELLING. SNB gives up any right to retain or acquire any lien which SNB might be automatically entitled to by law on my principal dwelling. This does not apply to a lien created by a court judgment.

29. SNB'S REMEDIES IN EVENT OF DEFAULT. If I default in my obligations under this agreement, SNB may utilize any and all remedies to which it is entitled by law. SNB may also refer my account to a collection agency or attorney.

FUTURE CHANGES

30. CHANGE OF TERMS - CANCELLATION. As permitted by law, SNB has the right to change any term or part of this agreement, including the rate of Finance Charge, applicable to current and future balances. SNB will send me a written notice of any such changes when required by law. SNB also has the right to cancel this agreement as it relates to future purchases or other charges at any time. I agree to return all credit cards to SNB upon notice of such cancellation.

31. CHANGE OF RESIDENCE. If I change my residence, I will inform SNB.

ASSIGNMENT

32. ASSIGNMENT OF ACCOUNT - PROTECTION OF BUYER'S RIGHTS. I understand this account or any interest or amount owed under this account may be sold or assigned by SNB to another creditor without further notice to me. If so, the notice below, which is required by Federal law, is intended to protect any claim or right I have against SNB and such holder or assignee.

CONSUMER NOTICES

33. NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

34. LIABILITY FOR UNAUTHORIZED USE. I may be liable for the unauthorized use of my account. I will not be liable for unauthorized use that occurs after I notify SNB of the loss, theft or possible unauthorized use. I must give notification immediately upon discovery of the loss, theft or possible unauthorized use by calling SNB or writing SNB at the address indicated on my periodic statement. My liability for unauthorized use of my account will not exceed \$50.

35. NOTICES TO BUYERS: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN. 3. YOU HAVE THE RIGHT TO PAY IN ADVANCE THE FULL AMOUNT DUE. 4. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

36. CA - A translation of this agreement in the SPANISH LANGUAGE is available upon request. Una traduccion de este convenio en el lenguaje espanol esta a su disposicion si la solicita.

37. CT - UNDER THE LAW, YOU HAVE THE FOLLOWING RIGHTS, AMONG OTHERS: (A) TO REDEEM THE PROPERTY IF REPOSESSED FOR A DEFAULT; (B) TO REQUIRE, UNDER CERTAIN CONDITIONS, A RESALE OF THE PROPERTY IF REPOSESSED.

SEARS NATIONAL BANK, TEMPE, AZ 85282

I HAVE RECEIVED A COPY OF THIS ACCOUNT AND SECURITY

AGREEMENT. (CT-RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT; NY-RETAIL INSTALLMENT CREDIT AGREEMENT).

STATEMENT OF CREDIT BILLING RIGHTS (KEEP THIS NOTICE FOR FUTURE USE)

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us on a separate sheet at the address listed on your bill where it says, "Mail billing error notice to." Write as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared.

You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill, and we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is settled.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

SPECIAL RULE FOR CREDIT CARD PURCHASES

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with us, you may have the right not to pay the remaining amount due on the property or services.

AT SEARS YOUR SATISFACTION IS GUARANTEED

If you have a billing error question on a monthly statement, we'd be happy to have you phone us. However, if you wish to take advantage of your rights under the Fair Credit Billing Act, you must write us on a separate sheet, include your name, account number, dollar amount and explanation of the suspected error and mail it to the Sears address shown on your current monthly statement.

IMPORTANT CREDIT TERMS

You are not required to accept the account and are not required to pay any fee or charge unless you use the account

Annual Percentage Rate	The annual percentage rate is 21%
Minimum Finance Charge	A minimum monthly finance charge of \$0.50 for each month a finance charge is due
Late Payment Fees	\$20.00 if my balance is \$50.00 or greater, and \$10.00 if my balance is less than \$50.00
Grace Period to Repay Balance	You have 30 days from your billing date to repay your balance before being charged a finance charge.
Balance Calculation Method for Purchases	The Average Daily Balance method (including new purchases.)
Annual Fees	None

SEARS
P.O. Box 450087
Atlanta, GA 31145

U.S. BANKRUPTCY COURT
550 W FORT ST #42
BOISE ID 83724

Date: November 19, 1999
Bankruptcy No.: 99-41638
Chapter: 13

STATEMENT OF ACCOUNT

CLINTON P HINTON
1006 4TH AVE DR
JEROME ID 83338

Account Number: 00 52977 88258 9
Date Account Opened: Sep 01, 1992

Account Balance as of Date of Bankruptcy Filing: \$3,575.04

Direct all inquiries to: 1-800-201-2315